

BRETT L. DAVIS and
DANA D. DAVIS

Aug '8 11 27 AM '94

TO

ASSUMPTION WARRANTY DEEDMILTON KEITH NICHOLS *BK 274 PG 270*
W.D. DAVIS CH. CLK.
by B. Cleveland &

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, We, BRETT L. DAVIS and wife, DANA D. DAVIS, do hereby bargain, sell, convey and warrant unto MILTON KEITH NICHOLS, the land lying and being situated in the City of Olive Branch, DeSoto County, Mississippi described as follows, to-wit:

Lot 46, Section A, Eastover Subdivision, situated in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 12, Pages 32-35, Chancery Clerk's Office, DeSoto County, Mississippi.

Further consideration for this transfer is the assumption by the Grantee of that certain outstanding, unpaid indebtedness to Union Planters National Bank, as evidenced by Deed of Trust of record in Trust Deed Book 396, Page 574, Chancery Clerk's Office, DeSoto County, Mississippi in the amount of \$68,172.99 to which Grantee herein take subject to assume and agree and pay.

By virtue of this instrument, Grantors hereby convey and transfer unto Grantee all of their right, title and interest in and to escrow funds held in connection with this loan.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi and rights of ways and easements for public roads and public utilities and the restrictive covenants and easements of record in Eastover Subdivision.

The Grantee, by acceptance of this Deed agree to become members of the Eastover Homeowner's Association, a Mississippi non-profit corporation, and be bound by the by-laws of said Association. The dues of the Association shall constitute an assessment against the above described property and said assessment shall constitute a lien on the property so assessed and shall be collectible by a proper action at law or proceedings in Chancery Court for enforcement of such lien, provided, however that said lien shall be subordinate to any mortgages, deeds of trust or other

security instrument granted by the Grantee, a covenant that runs with the land and shall be binding on the Successors and Assigns of the Grantee.

Taxes for the year 1994 shall be assumed by Grantee and possession is delivery as of the date of this instrument.

WITNESS OUR SIGNATURES, this 3rd day of August, 1994.

Brett L. Davis
BRETT L. DAVIS

Dana D. Davis
DANA D. DAVIS

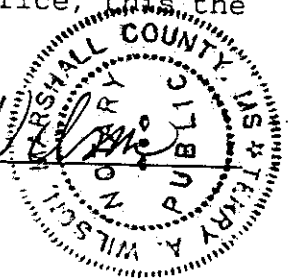
STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and State, within my jurisdiction, the within named BRETT L. DAVIS and wife, DANA D. DAVIS, each of whom jointly and severally acknowledged that they signed, sealed and delivered the above and foregoing Assumption Warranty Deed as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of the office, this the 3rd day of August, 1994.

Jerry A. Wilcox
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-1-94



Grantor's Address:
5925 Scottwood Cove
Memphis, TN 38115
Phone No.: 901-366-0695 (h)
901-726-8299 (b)

Grantee's Address:
7098 Grove Park Cove
Olive Branch, MS 38654
Phone No.: 895-2718 (h)
363-4600 (b)

PREPARED BY & RETURN TO:

WOODS & SNYDER
P.O. BOX 456
OLIVE BRANCH, MS 38654
(601) 895-2996